

**EXHIBIT “6” TO OBJECTION**

Court File No. 01-CL-4081

**ONTARIO  
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**

**IN THE MATTER OF S. 18.6 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF GRACE CANADA, INC.**

**Applicant**

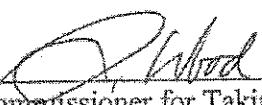
**AFFIDAVIT OF ALLISON KUNTZ  
(sworn December 8, 2009)**

I, Allison Kuntz, of the City of Toronto, **MAKE OATH AND SAY:**

1. I am an associate with the law firm of Ogilvy Renault LLP, counsel for Grace Canada Inc., and as such, I have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as Exhibit "A" is a copy of an email dated October 16, 2009 from Jacqueline Dais-Visca, counsel to the Attorney General of Canada, to Orestes Pasparakis, counsel to Grace Canada Inc., and Mr. Pasparakis' response thereto, also dated October 16, 2009.
3. Attached hereto as Exhibit "B" is a copy of an email dated October 23, 2009 from Ms. Dais-Visca to Mr. Pasparakis and Mr. Pasparakis' response thereto, also dated October 23, 2009.
4. Attached hereto as Exhibit "C" is a copy of a letter dated December 4, 2009 from Keith Ferbers, counsel to Raven Thundersky, to Mr. Pasparakis.
5. Attached hereto as Exhibit "D" is a copy of a letter dated December 7, 2009 from Mr. Pasparakis to Mr. Ferbers.

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SWORN BEFORE ME at the City of  
Toronto, on December 8, 2009.

  
\_\_\_\_\_  
D. Wood  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
Allison Kuntz

**EXHIBIT "A"**

**Kuntz, Allison**

From: Pasparakis, Orestes  
Sent: October 16, 2009 2:03 PM  
To: "jdais@JUSTICE.GC.CA"; Kuntz, Allison  
Subject: Re: Grace: status of negotiations re extension of CDN ZAI PD Program

We are still talking.  
Orestes Pasparakis  
Ogilvy Renault LLP  
(416) 216-4815 Telephone  
(416) 216-1995 Fax  
opasparakis@ogilvyrenault.com

----- Original Message -----

From: Dais-Visca, Jacqueline <jdais@JUSTICE.GC.CA>  
To: Pasparakis, Orestes; Kuntz, Allison  
Sent: Fri Oct 16 13:52:42 2009  
Subject: Grace: status of negotiations re extension of CDN ZAI PD Program

Hi Orestes and Allison,

Can you please provide me with an update of the status of the negotiations with the CDN REP counsel for an extension of the Oct. 31, 2009 expiration date of the CDN ZAI Settlement? Allison indicated when we were last in court that you were on the cusp of an agreement with the CDN REP counsel that would see the expiration date being amended to December, 2010.

Thanks.

Jacqueline Dais-Visca  
Senior Counsel  
Business Law Section  
Ontario Regional Office  
Suite 3400, Box 34, The Exchange Tower  
130 King Street West, Toronto, Ontario  
M5X 1K6  
e-mail Jacqueline.Dais-Visca@justice.gc.ca  
Tel: (416) 952-6010 Fax: (416) 973-0809  
P Thank you for thinking of the environment before printing this email/ Merci de penser à l'environnement  
avant d'imprimer ce courriel

This is Exhibit A referred to in the  
affidavit of Allison Kuntz  
sworn before me, this 21  
day of December 2009

B. Wood  
A COMMISSIONER FOR TAKING AFFIDAVITS

**EXHIBIT "B"**

Kuntz, Allison

From: Pasparakis, Orestes  
Sent: October 23, 2009 3:47 PM  
To: 'jdais@JUSTICE.GC.CA'; Kuntz, Allison  
Cc: Walsh, Teresa  
Subject: Re: Grace: status of negotiations re extension of CDN ZAI PD Program

We is (sic) working on it.

Orestes Pasparakis  
Ogilvy Renault LLP  
(416) 216-4815 Telephone  
(416) 216-1995 Fax  
opasparakis@ogilvyrenault.com

*B*  
This is Exhibit \_\_\_\_\_ referred to in the  
affidavit of Allison Kuntz  
sworn before me, this 342  
day of December 2009.

*D. Ward*  
A COMMISSIONER FOR TAKING AFFIDAVITS

----- Original Message -----

From: Dais-Visca, Jacqueline <jdais@JUSTICE.GC.CA>  
To: Pasparakis, Orestes; Kuntz, Allison  
Sent: Fri Oct 23 11:13:41 2009  
Subject: RE: Grace: status of negotiations re extension of CDN ZAI PD Program

October 31, 2009 is fast approaching. Any news on an extension to the expiration date in the CDN ZAI Settlement?

>  
> From: Dais-Visca, Jacqueline  
> Sent: October 16, 2009 1:53 PM  
> To: 'Pasparakis, Orestes'; Kuntz, Allison  
> Subject: Grace: status of negotiations re extension of CDN ZAI PD Program  
>  
> Hi Orestes and Allison,  
>  
> Can you please provide me with an update of the status of the negotiations with the CDN REP counsel for an extension of the Oct. 31, 2009 expiration date of the CDN ZAI Settlement? Allison indicated when we were last in court that you were on the cusp of an agreement with the CDN REP counsel that would see the expiration date being amended to December, 2010.  
>  
> Thanks.  
>  
> Jacqueline Dais-Visca  
> Senior Counsel  
> Business Law Section  
> Ontario Regional Office  
> Suite 3400, Box 34, The Exchange Tower 130 King Street West, Toronto,  
> Ontario M5X 1K6 e-mail Jacqueline.Dais-Visca@justice.gc.ca  
> Tel: (416) 952-6010 Fax: (416) 973-0809 P Thank you for thinking of  
> the environment before printing this email/ Merci de penser à  
> l'environnement avant d'imprimer ce courriel  
>

**EXHIBIT "C"**

# AIKINS

A

December 4, 2009

via E-mail

30<sup>th</sup> Floor  
Commodity  
Exchange Tower  
360 Main Street  
Winnipeg, Manitoba  
Canada R3C 4G1

T (204) 957-0050  
F (204) 957-0840  
E [am@aikins.com](mailto:am@aikins.com)  
[www.aikins.com](http://www.aikins.com)

Orestes Pasparakis  
Ogilvy Renault LLP  
Barristers and Solicitors  
Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
PO Box 84  
Toronto ON M5J 2Z4

This is Exhibit C referred to in the  
affidavit of Alison R. Bruce  
sworn before me, the 3rd  
day of December 2009

  
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Sir:

**Re: Raven Thundersky and Rebecca Bruce v. The Attorney General of Canada and W.R. Grace & Co., et al**

Thank you for your letter of December 3, 2009.

We have only a few follow-up questions/comments.

With respect to item 4 (Clause 13), it indicates that Canadian Personal Injury Claimants shall have the same rights as other asbestos PI Claimants to recover legal fees and expenses yet, you have confirmed that the Trust Agreement and TDP do not provide for such recovery. While perhaps technically correct, the wording of Clause 13 implies that there is some right to recover legal fees and expenses. Are you able to advise as to whether Canadian PI Claimants will in fact be able to claim or recover legal fees and expenses relating to their claims against the PI Trust? Is that something that could be added to the TDP? We are concerned that, if there is no express wording within the TDP, the Trustee and/or Claim Administrators may take the view that no such recovery is permitted.

With respect to item 5 and the Notice Program for Asbestos PI Claimants, will the CCAA Court or Representative Counsel have any say in the development of a Notice Program for Canadian PI Claimants?

With respect to item 9(a), in view of the ongoing delay and particularly if a U.S. Confirmation of the Plan is obtained, it is quite possible that another Application will be made for leave to proceed with claims of Canadian PI Claimants against the Crown. We appreciate that you of course cannot speak for the Crown, however, would you be able to confirm at least that Grace/Grace Canada would not use the terms of the Amended Minutes to oppose any such Leave Application.

\* services provided by  
K. J. Ferbers  
Law Corporation

(i.e. would it likely be the case again that Grace/Grace Canada would take no position on such a motion)?

In view of your clients' responses to our requests, we at this point do not intend to appear on the Approval Motion to take a position. We would though appreciate a commitment to respond to the foregoing as soon as possible.

Yours truly,

AIKINS, MacAULAY & THORVALDSON LLP

Per:

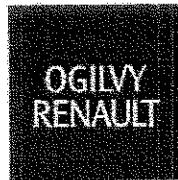


KEITH FERBERS

KJF/cs

cc Michel Bélanger  
Jacqueline Dais-Visca  
Matt Moloci  
David Thompson

**EXHIBIT "D"**



Direct Dial: (416) 216-4815  
Direct Fax: (416) 216-3930  
opasparakis@ogilvyrenault.com

SENT BY E-MAIL

Toronto, December 7, 2009

This is Exhibit D, referred to in the  
affidavit of Abbas Kurni,  
sworn before me, this 3rd  
day of December 2009

Keith Ferbers  
Aikins, MacAulay & Thorvaldson LLP  
30<sup>th</sup> Floor  
Commodity Exchange Tower  
360 Main Street  
Winnipeg, Manitoba  
R3C 4G1

D. Wood  
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Mr. Ferbers:

RE: W. R. Grace & Co. et al. v. Raven Thundersky et al.

I write in response to your letter of December 4, 2009 with follow-up questions to my December 3, 2009 letter. Capitalized terms below have the meaning ascribed to them in my December 3, 2009 letter and in the Amended Minutes.

Regarding recovery of legal fees and expenses, the Amended Minutes simply provide that Canadian ZAI PI Claimants will have the same rights as any other claimants. We are not in a position to alter the Asbestos PI TDP. The TDP does not provide for the recovery of legal fees and expenses as a separate element of the value of the claim. However, to an extent we believe this is a non-issue. Generally, fees for personal injury suits are paid based on contingent fee arrangements. The TDP does not alter these arrangements. The TDP will pay claims that meet certain medical and other criteria. If a claimant is then required to pay a certain amount or percentage of his recovery from the Trust to his counsel pursuant to a fee agreement, the TDP does not in any way alter that arrangement.

The Trustees, as fiduciaries, will be responsible for developing a notice program with whatever input it determines is necessary and appropriate. To the extent the Canadian claimants seek to have input in that process, they are free to contact the Trust once it is formed to express their position.

OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.

Barristers & Solicitors,  
Patent & Trade-mark Agents

DOCSTOR: 18236582

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200 Bay Street, P.O. Box 54  
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CANADA

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toronto@ogilvyrenault.com

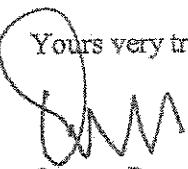
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Regarding a possible leave application addressing claims of Canadian ZAI PI Claimants against the Crown, Grace/Grace Canada will consider its position on same upon receipt of the application materials.

Yours very truly,

  
Orestes Pasparakis

OP/sk

cc: Michel Bélanger, *Lauzon Bélanger*  
Jacqueline Dais-Visca, *Department of Justice Canada*  
Matt Moloci, *Scarfone Hawkins LLP*  
David Thompson, *Scarfone Hawkins LLP*

IN THE MATTER OF S. 18.6 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF GRACE CANADA, INC

Court File No: 01-CL-4081

*ONTARIO*  
SUPERIOR COURT OF JUSTICE -  
COMMERCIAL LIST

Proceeding commenced at "Toronto

AFFIDAVIT OF ALLISON KUNTZ  
(SWORN DECEMBER 8, 2009)

Ogilvy Renault LLP

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4

CANADA

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ORESTES PASPARAKIS

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Fax: 416.216.3930

Lawyers for the Applicant Grace Canada Inc.